



INVITATION FOR BIDS

ALAMEDA COUNTY SUPERIOR COURT

REGARDING:

Moving Services

IFB SC 013/042

BIDS DUE:

DECEMBER 20, 2013 NO LATER THAN **3:00 P.M.**
PACIFIC TIME

1.0 BACKGROUND INFORMATION

- 1 The purpose of this Information for Bid (IFB) is to select a qualified vendor for required moving services for Superior Court of California, County of Alameda (Court). The Court has a total of 13 facility locations within the auspices of Alameda County, ranging from Pleasanton and Fremont to Berkeley and Alameda. Services are scheduled between facilities from time to time as necessary. Services shall be for an initial term of three (3) years, with option(s) to renew for two (2) additional one year terms with the agreement of both parties. The Court does not have to give any reason if it decides not to renew.

- 1.2 Website. For additional information about this solicitation, including electronic copies of the solicitation documents, see the California Courts Website located at <http://www.alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities>.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks moving services meeting the following specifications:

[See Attachment 1](#)

3.0 TIMELINE FOR THIS IFB

The Court has developed the following list of key events related to this IFB. All dates are subject to change at the discretion of the Court.

EVENT	DATE
IFB issued	<i>November 25, 2013</i>
Deadline for questions to bidquestions@alameda.courts.ca.gov	<i>December 6, 2013</i>
Questions and answers posted	<i>December 11, 2013</i>
Latest date and time bids may be submitted	<i>December 20, 2013 at 3:00 PM</i>
Bids publicly opened	<i>December 23, 2013</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>December 30, 2013</i>
Issuance of Purchase Order (<i>estimate only</i>)	<i>January 6, 2014</i>

4.0 IFB ATTACHMENTS/DOCUMENTS

The following attachments are included as part of this IFB:

ATTACHMENT / DOCUMENT	DESCRIPTION
Attachment 1: Specifications	Scope of Project / Specifications
Attachment 1A: Scheduled Move Dates	List of dates providing regularly scheduled moves
Attachment 2: Darfur Certification Form	This form contains the certifications required when submitting a bid and must be submitted with the bid.
Attachment 3: Administrative Rules Governing IFBs	These rules govern this solicitation
Attachment 4: Standard Terms and Conditions	If selected, the person or entity submitting a bid (“Bidder”) must agree to the terms and conditions noted in Attachment 4. Note: A material exception to the Terms and Conditions will render a bid non-responsive.
Attachment 5: Payee Data Record Form	This form contains information the Court requires in order to process payments

5.0 SUBMISSIONS OF BIDS

5.1 Bids should provide straightforward, concise information that satisfies the requirements of Section 6 (“Bid Contents”). Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the IFB’s instructions and requirements, and completeness and clarity of content.

5.2 The Bidder must submit its bid in two parts, the non-cost information and the cost information.

a. The Bidder must submit **one (1) original and (3) copies** of the non-cost information. The original must be signed by an authorized representative of the Bidder. The non-cost information (including all copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost information. The Bidder must write the IFB title and number on the outside of the sealed envelope.

b. The Bidder must submit **one (1) original and (3) copies** of the cost information. The original must be signed by an authorized

representative of the Bidder. The cost information (including all copies thereof) must be submitted to the Court in a single sealed envelope, separate from the non-cost information. The Bidder must write the IFB title and number on the outside of the sealed envelope.

- 5.3 Bids must be delivered by the date and time listed on the coversheet of this IFB to:

Alameda County Superior Court
Attn: Irma Stephens
Ref: IFB SC 013/042 Moving Services
1225 Fallon Street, Room 210
Oakland, CA 94612

- 5.4 Late bids will not be accepted.

- 5.5 Only written bids will be accepted. Bids must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Bids may not be transmitted by fax or email.

6.0 BID CONTENTS

- 6.1 Non-Cost Information. The following should be included in the non-cost information. A bid lacking any of the following may be deemed non-responsive.

- a. Bidder's name, address, telephone and fax numbers, and federal tax identification number. Note that if Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as Bidder's designated representative for purposes of this IFB.
- c. Model number(s), specifications, or other description of the goods Bidder proposes to supply to the Court, including warranty information.
- d. Acceptance of the Terms and Conditions.
 - i. Bidder must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change. If no exceptions are noted, then acceptance will be deemed.
 - ii. If exceptions are identified, the Bidder must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed

changes, and a written explanation or rationale for each exception and/or proposed change.

- iii. **Note: A material exception to the Terms and Conditions will render a bid non-responsive.**

f. Certifications, Attachments, and other requirements.

- i. Bidder must include the following certification in its bid:

Bidder has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.

- ii. If the Bidder has never been issued a purchase order by or has had a contract with the Court, then the Bidder must include in its bid a completed and signed Payee Data Record Form, or provide a copy of a form previously submitted to the Court.
- iii. If Bidder is a corporation, proof that Bidder is in good standing and qualified to conduct business in California. Bidder should also disclose whether it's been involved in any litigation and the outcome.
- iv. In its bid, Bidder must certify that it and all of its affiliates that make sales for delivery into California are holders of either (i) a California seller's permit issued under Revenue and Taxation Code section 6066 and; or (ii) a certificate of registration issued under Revenue and Taxation Code section 6226.
- v. Bidder must insure that it has the ability to provide an insurance policy which will cover property damage while in their care and control. Such policy must be made available should proposer be selected to contract with the Court.
- vi. Bidders should include any advance notification requirements that are necessary when making move requests. Also include any costs associated with urgent requests should they be different than the normal rate in the cost information as noted below.

6.2 Cost Information. The following must be included in the cost information.

- a. Travel cost and time per hour per person
- b. The cost per unit for any goods described in the non-cost information.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

7.0 OFFER PERIOD

A Bidder's bid is an irrevocable offer for thirty (30) days following the bid due date. In the event a final contract has not been awarded within this thirty (30) day period, the Court reserves the right to negotiate extensions to this period.

8.0 EVALUATION OF BIDS

The bids will be publicly opened at *the time and place noted in Section 3.0, Timeline for this IFB.*

The Court will evaluate the bids as described in the Administrative Rules. Award, if made, will be to the lowest responsible bidder meeting specifications.

The Court may conduct interviews with Bidders to clarify aspects of their bids. The interview process may require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices in Oakland. The Court will not reimburse Bidders for any costs incurred in traveling to or from the interview location. The Court will notify eligible Bidders regarding interview arrangements.

9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each bid will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500), which governs public access to judicial administrative records.

If information submitted in a bid contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

10.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

11.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is within ***24 hours after the bid due date and time***. Protests should be sent to:

Court – Executive Office
ATTN: Protest Hearing Officer
1225 Fallon Street, Room 209
Oakland, CA 94612

ATTACHMENT 1 SCOPE OF WORK/SPECIFICATIONS

Services include but are not limited to the following duties:

1. Provide 2 people plus one supervisor 24 times a year, for 8 hours each day, based on schedule listed on the Attachment 1A. Number of people and durations for special projects will be negotiated.
2. Systems furniture inventory, setup and breakdown. Worked at least 10 years with reconfiguration of modular furniture (i.e. workstations, countertops, preferably Haworth Premise Lines, KI Wireworks, Allsteel DNA Lines).
3. Move employees and areas with office equipment every 2 weeks. Schedule listed on separate addendum. Will be subject to change with sufficient notice provided to the contractor.
4. Provide assistance to the move coordinator/project manager/telecom specialist/IS Helpdesk as needed to complete projects. Develop excellent working relationship.
5. General cubicle/office/furniture/equipment moves as needed.
6. Minor facility alterations like furniture repair, hanging framed pictures, refurbishment and repairs of areas affected during moves.
7. Adjusting and reconfiguring workstations, moving, disconnecting/reconnecting standard peripheral equipment including:
 - Install phones at desktop. Court will be responsible for inside wiring and programming
8. Other specialties to be provided:
 - Installation of ergonomic equipment, keyboard trays, monitor arms, etc.
 - Assembling chairs and small pieces of furniture
 - Hangs items in offices/open areas
 - Bolt free standing furniture over 6" to the wall (i.e. bookcase)
 - Various miscellaneous tasks that may arise on "Move Day."
9. All move staff must wear identifiable shirts, hats, etc. to clearly distinguish them as working staff. **All move staff are subject to a background investigations.**
10. No subcontracting of any services without written approval from the Project Manager.
11. Delivery to and familiarity with Court's locations and offices.
12. Ability to work with Project Managers. Must abide rules and regulations of building management. Must provide Certificate of Insurance for up to one million dollars.

13. Provide all moving materials (labels, boxes, etc.) discount to the Court with the understanding that the movers buy back unused or used packaging materials.
14. Please indicate hourly/daily rate for all move types; provide hourly rates for negotiation of special projects.

The moving company will be required to contact authorized Court project manager or backup prior to the move date to review the punch list and confirm whether the work can be completed within the allotted time allowed per job. Mover must be flexible in case of urgent requests. It is upon the discretion of the lead/supervisor whether or not to bring in the appropriate equipment, workers or truck to complete the requested tasks. Additional dates throughout the year may be needed for special projects. Move dates are subject to change requiring one week notice to Project Manager. The Court reserves the right to terminate the agreement for convenience. This agreement may be renewed for the same fees on a yearly basis for up to two additional years at the Court's sole option.

ATTACHMENT 1A
2014 Scheduled Move Dates

Friday, January 3, 2014	Friday, July 11, 2014
Friday, January 17, 2014	Friday, July 25, 2014
Friday, February 7, 2014	Friday, August 8, 2014
Friday, February 21, 2014	Friday, August 22, 2014
Friday, March 7, 2014	Friday, September 5, 2014
Friday, March 21, 2014	Friday, September 19, 2014
Friday, April 4, 2014	Friday, October 3, 2014
Friday, April 18, 2014	Friday, October 17, 2014
Friday, May 2, 2014	Friday, November 7, 2014
Friday, May 16, 2014	Friday, November 21, 2014
Friday, June 6, 2014	Friday, December 5, 2014
Friday, June 20, 2014	Friday, December 19, 2014

* Please note all dates are subject to change.

ATTACHMENT 2
DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Court to submit a bid or proposal.

To submit a bid or proposal to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

- ☐ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

- ☐ 2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the COURT to submit a bid or proposal pursuant to PCC 10477(b). *A copy of the written permission from the Court is included with our bid or proposal.*

OR

- ☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

ATTACHMENT 3
ADMINISTRATIVE RULES GOVERNING IFBs

1. COMMUNICATIONS WITH COURT REGARDING THE IFB

Except as specifically addressed elsewhere in the IFB, Bidders must send any communications regarding the IFB to bidquestions@alameda.courts.ca.gov (the "Solicitations Mailbox"). Bidders must include the IFB Number in subject line of any communication.

2. QUESTIONS REGARDING THE IFB

- A. If a Bidder's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the Bidder may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Bidder will be notified.
- B. Bidders interested in responding to the IFB may submit questions via email to the Solicitations Mailbox on procedural matters related to the IFB or requests for clarification or modification of the IFB no later than the deadline for questions listed in the timeline of the IFB. If the Bidder is requesting a change, the request must set forth the recommended change and the Bidder's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available.

3. ERRORS IN THE IFB

- A. If, before the bid due date and time listed in the timeline of the IFB, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the IFB, the Bidder shall immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the IFB. Without disclosing the source of the request, the Court may modify the IFB before the bid due date and time by releasing an addendum to the solicitation.
- B. If a Bidder fails to notify the Court of an error in the IFB known to Bidder, or an error that reasonably should have been known to Bidder, before the bid due date and time listed in the timeline of the IFB, Bidder shall bid at its own risk. Furthermore, if Bidder is awarded the contract, Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

- C. If a Bidder has submitted a bid and discovers an error in the IFB after the bid due date and time listed in the timeline of the IFB but before the award of the contract, the Bidder may be allowed to withdraw its bid if the Bidder can demonstrate to the Court's satisfaction: (i) an error exists in the IFB, (ii) the error materially affected the Bidder's bid, and (iii) the Bidder did not discover the error prior to submission of its bid.

4. ADDENDA

- A. The Court may modify the IFB before the bid due date and time listed in the timeline of the IFB by posting an addendum on the California Courts Website located at <http://www.alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities> ("Courts Website"). It is each Bidder's responsibility to inform itself of any addendum prior to its submission of a bid.
- B. If any Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS

A Bidder may withdraw its bid at any time before the deadline for submitting bids by notifying the ASCS in writing of its withdrawal. The notice must be signed by the Bidder. The Bidder may thereafter submit a new or modified bid, provided that it is received at the Court no later than the bid due date and time listed in the timeline of the IFB. Modifications offered in any other manner, oral or written, will not be considered. Bids cannot be changed or withdrawn after the bid due date and time listed in the timeline of the IFB.

6. ERRORS IN THE BID

If errors are found in a bid, the Court may reject the bid; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Bidder (if selected for the award of the contract), the Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the bid.

7. RIGHT TO REJECT BIDS

- A. Before the bid due date and time listed in the timeline of the IFB, the Court may cancel the IFB for any or no reason. After the bid due date and time listed in the timeline of the IFB, the Court may reject all bids and cancel the IFB if the Court determines that: (i) the bids received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.

- B. The Court may or may not waive an immaterial deviation or defect in a bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a Bidder from full compliance with IFB specifications. Until a contract resulting from this IFB is signed, the Court reserves the right to accept or reject any or all of the items in the bid, to award the contract in whole or in part and/or negotiate any or all items with individual Bidders if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.
- C. The Court reserves the right to issue similar IFBs in the future. The IFB is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the bid.
- D. Bidders are specifically directed **NOT** to contact any AOC, California Supreme Court, Court of Appeal, or Superior Court or their personnel or consultants for meetings, conferences, or discussions that are related to the IFB at any time between release of the IFB and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Bidder's bid.

8. EVALUATION PROCESS

- A. An evaluation team will review all bids that are received by the appropriate deadline to determine the extent to which they comply with IFB requirements.
- B. Bids that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the IFB.
- C. All figures entered on the cost information must be clearly legible.
- D. During the evaluation process, the Court may require a Bidder's representative to answer questions with regard to the Bidder's bid. Failure of a Bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.
- E. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Bidders, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the IFB will become the property of the Court and will be returned only at the Court's option and at the expense of the Bidder submitting the bid.

10. PAYMENT

Payment terms will be specified in any contract that may ensue as a result of the IFB.

11. AWARD AND EXECUTION OF CONTRACT

- A. Award of contract, if made, will be in accordance with the IFB to a responsible Bidder submitting a bid compliant with all the requirements of the IFB and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Bidder submitting a bid must be prepared to use a standard Court contract form rather than its own contract form.
- C. Upon award of the contract, the contract shall be signed by the Bidder in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of contract form or prior to the end of June if award is at fiscal year-end. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Bidder's own risk.

12. FAILURE TO EXECUTE THE CONTRACT

The period for execution set forth in Section 11 ("Award and Execution of Contract") may only be changed by mutual agreement of the parties. Failure to execute the contract within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Bidder refuses or fails to execute the contract, the Court may award the contract to the next qualified Bidder.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court's Business Services Manager.

14. ANTI-TRUST CLAIMS

- A. In submitting a bid to the Court, the Bidder offers and agrees that if the bid is accepted, Bidder will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Bidder. (See Government Code section 4552.)
- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Bidder shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Bidder, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Bidder has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

15. OFFER PERIOD

A Bidder's bid is an irrevocable offer for ninety (90) days following the bid due date. In the event a final contract has not been awarded within this ninety (90) day period, the Court reserves the right to negotiate extensions to this period.

16. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodations of disabilities by Bidders should be directed to bidquestions@alameda.courts.ca.gov.

ATTACHMENT 4

JBCL APPENDIX

This JBCL Appendix contains the provisions required for compliance with Public Contract Code (“PCC”), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual (“JBCM”) adopted pursuant to that law. In this appendix, (i) “Agreement” refers to the agreement into which this appendix is incorporated, (ii) “JBE” refers to the California judicial branch entity that is a party to the Agreement, (iii) “Contractor” refers to the other party to the Agreement, and (iv) “Consulting Services” refers to those services described in chapter 8, appendix C, section 1 of the JBCM.

1. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

1.1. Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of non-discrimination.

1.2. National Labor Relations Board. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

1.3. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

2. Provisions Applicable Only to Certain Agreements. The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

2.1. Agreements over \$10,000. This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

2.2. Agreements over \$50,000. No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

2.3. Agreements of \$100,000 or More. Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

2.4. Agreements for Services over \$200,000 (Excluding Consulting Services). Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

2.5. Agreements of \$1,000,000 or More. Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

2.6. Agreements for the Purchase of Goods. Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030.

2.7. Agreements for the Purchase of Certain Goods, and Printing, Parts Cleaning, Janitorial, and Building Maintenance Services Agreements. If Contractor will sell to the JBE, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

2.8. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

2.9. Agreements for which Contractor Has Committed to Achieve DVBE Participation. Contractor shall within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise ("DVBE") that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

2.10. Agreements Resulting from Competitive Solicitations. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE

tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

2.11. Agreements for Legal Services. Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

2.12. Agreements Allowing for Reimbursement of Contractor's Costs. Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

2.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs. Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

2.14. Agreements that the JBE Cannot Terminate for Convenience. The JBE's obligations under this Agreement are subject to the availability of applicable funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, for lack of appropriation of funds. Upon termination, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.

IFB Title: **Moving Services**

IFB Number: SC 013/042

PAYEE DATA RECORD (in lieu of IRS W-9)

Required in lieu of IRS W-9 form when receiving payments from
the Judicial Council of California - Administrative Office of the Courts (AOC) on behalf of the Superior Courts of California

1 Instructions

See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, date, and return the form. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). If this form was provided to you by one of the Superior Courts of California, return the form to the court. If this form was provided to you by the Judicial Council of California - Administrative Office of the Courts, submit the completed form to TCAFS.VendorRequest@jud.ca.gov or mail the form to the following address:

Judicial Council of California - Administrative Office of the Courts
Trial Court Administrative Services Division – Vendor Maintenance Unit
P.O. Box 981268
West Sacramento, CA 95798

SECTIONS 2 THRU 5 TO BE COMPLETED BY VENDOR

2 Legal Name

PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN

BUSINESS NAME - IF DIFFERENT FROM ABOVE

E-MAIL ADDRESS

REMITTANCE MAILING ADDRESS

BUSINESS ADDRESS (if different from remittance mailing address)

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

PHONE NUMBER

FACSIMILE NUMBER

3 Payee Entity Type Complete One Box Only

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _ _ - _ _ _ _ _

- | | | |
|--|--|--|
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> CORPORATION | <input type="checkbox"/> EXEMPT (NON-PROFIT) |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> CORPORATION – LEGAL | <input type="checkbox"/> GOVERNMENT |
| <input type="checkbox"/> CORPORATION – MEDICAL | <input type="checkbox"/> OTHER – | <input type="checkbox"/> ESTATE OR TRUST |

☐ INDIVIDUAL/SOLE PROPRIETOR

ENTER SOCIAL SECURITY NUMBER (SSN) _ _ _ - _ _ - _ _

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. An employee vendor is not required to provide a SSN.

NOTE
A taxpayer
identification number
is required

4 Resident Status check the appropriate box

- ☐ California Resident - Qualified to do business in California or maintains place of business
- ☐ California Nonresident (see reverse side) - Payments to non-resident for services may be subject to State Income Tax withholding.
- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of State Withholding attached

5 Certification NOTE See instructions on page 2 Vendor Contact Information and signature

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person, as defined by the IRS.

**I hereby certify under the penalty of perjury that the information provided on this document is true and correct.
Should my information change, I will promptly notify the AOC at the address listed in Section 1.**

VENDOR REPRESENTATIVE'S NAME (Type or Print)

TITLE

E-MAIL

AUTHORIZED VENDOR SIGNATURE

DATE

TELEPHONE

SECTION 6 TO BE COMPLETED BY COURT

6

Please choose from the AOC Vendor category below to help us expedite payment

IFB Title: *Moving Services*

IFB Number: SC 013/042

Vendor Category	<input type="checkbox"/> ARBITRATOR	<input type="checkbox"/> VOLUNTEER	<input type="checkbox"/> OTHER (<i>description required</i>)	
	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> GRAND JURY	<input type="checkbox"/> RENT	
	<input type="checkbox"/> COURT APPT. COUNSEL	<input type="checkbox"/> INTEREST PAYMENTS ONLY	<input type="checkbox"/> DECEASED FINAL PAYMENT	
	<input type="checkbox"/> COURT REPORTER	<input type="checkbox"/> COURT INTERPRETER: (<i>indicate language</i>)		
	<input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> MEDIATOR	<input type="checkbox"/> GARNISHMENT TRUSTEE PAYMENT TERMS	
Court Contact	COURT CONTACT NAME		PHONE NUMBER	EMAIL
	FOR AOC USE ONLY (Form updated 02/01/2013)			
Assigned Vendor Number		Assigned By:		